

SIR.DOC (OCT97) (Contracting) (Word Document)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 44
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-13-R-00166		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 11/29/2012
				6. REQUISITION/PURCHASE NO. AC-13-00166 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 377 P.O. Box 25082 Oklahoma City, OK 73125-4931			8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169		

MULTIPLE-AWARD, FIRM FIXED PRICE SOLICITATION VARIOUS HELICOPTER AIRCRAFT PILOT
INDEFINITE DELIVERY/REQUIREMENTS TRAINING

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:00 local time 01/15/2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Andrew Hutchcraft	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-4940 FAX: 405-954-0042
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION (4 COPIES UNLESS OTHERWISE SPECIFIED) >	
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932		25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

PART I - SECTION B **SUPPLIES OR SERVICES AND PRICES/COST** **PRICING SCHEDULE**

In accordance with the requirements and specifications contained herein, provide students the training hours contained within the FAA's training syllabus, in support of FAA Academy, AMA-260, requirements.

ITEM	AIRCRAFT	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
*****	CATEGORY 2 AIRCRAFT (NO FLIGHT SIMULATION)		*****	
CLN	Aircraft	Training Hours	Reqmnts	Cost Per Total
	Agusta A109			
	<u>Base Year</u>			
1	Agusta A109 Initial Pilot Qualification Training (28391)		1 @	\$_____ \$_____
	a. Ground School	32 hrs		
	b. Flight Training	10 hrs		
	(INCLUDING 61.57(d) CHECK)			
2	Agusta A109 Recurrent Pilot Training (28xxx)		1 @	\$_____ \$_____
	a. Ground School	8 hrs		
	b. Flight Training	4 hrs		
	(INCLUDING 61.57(d) CHECK)			
3	Supplementary Training Hours			
	a. Ground School - cost per hour			\$_____
	b. Flight - cost per hour			\$_____
	<u>1st Option Year</u>			
4	Agusta A109 Initial Pilot Qualification Training (28391)		1 @	\$_____ \$_____
	a. Ground School	32 hrs		
	b. Flight Training	10 hrs		
	(INCLUDING 61.57(d) CHECK)			
5	Agusta A109 Recurrent Pilot Training (28xxx)		1 @	\$_____ \$_____
	a. Ground School	8 hrs		
	b. Flight Training	4 hrs		
	(INCLUDING 61.57(d) CHECK)			
6	Supplementary Training Hours			
	a. Ground School - cost per hour			\$_____
	b. Flight - cost per hour			\$_____
	<u>2nd Option Year</u>			
7	Agusta A109 Initial Pilot Qualification Training (28391)		1 @	\$_____ \$_____
	a. Ground School	32 hrs		
	b. Flight Training	10 hrs		
	(INCLUDING 61.57(d) CHECK)			

8	Agusta A109 Recurrent Pilot Training (28xxx) a. Ground School b. Flight Training (INCLUDING 61.57(d) CHECK)	8 hrs 4 hrs	1 @	\$ _____	\$ _____
9	Supplementary Training Hours a. Ground School - cost per hour b. Flight - cost per hour			\$ _____ \$ _____	
	Estimated Multiple Year cost for this aircraft:			\$ _____	
Eurocopter AS-332 Super Puma <u>Base Year</u>					
10	AS-332 Super Puma Initial Pilot Qualification Training (28262) a. Ground School (Including S330 Differences) b. Flight (Including S-330 type rating practical test)	40 hrs 15 hrs	1 @	\$ _____	Total \$ _____
11	AS-332 Super Puma Recurrent Pilot Qualification Training (28240) a. Ground School (Including S 330 Differences) b. Flight (INCLUDING FAR 61.58 PROFICIENCY CHECK)	8 hrs 9 hrs	1 @	\$ _____	\$ _____
12	Supplementary Training Hours a. Ground School - cost per hour c. Flight - cost per hour			\$ _____ \$ _____	
<u>1st Option Year</u>					
13	AS-332 Super Puma Initial Pilot Qualification Training (28262) a. Ground School (Including S330 Differences) b. Flight (Including S-330 type rating practical test)	40 hrs 15 hrs	1 @	\$ _____	\$ _____
14	AS-332 Super Puma Recurrent Pilot Qualification Training (28240) a. Ground School (Including S 330 Differences) b. Flight (INCLUDING FAR 61.58 PROFICIENCY CHECK)	8 hrs 9 hrs	1 @	\$ _____	\$ _____
15	Supplementary Training Hours a. Ground School - cost per hour c. Flight - cost per hour			\$ _____ \$ _____	
<u>Second Option Year</u>					
16	AS-332 Super Puma Initial Pilot Qualification Training (28262) a. Ground School (Including S330 Differences)	40 hrs	1 @	\$ _____	\$ _____

b. Flight 15 hrs
(Including S-330 type rating practical test)

17 AS-332 Super Puma Recurrent Pilot Qualification Training (28240) 1 @ \$_____ \$_____
a. Ground School 8 hrs
(Including S 330 Differences)
b. Flight 9 hrs
(INCLUDING FAR 61.58 PROFICIENCY CHECK)

18 Supplementary Training Hours
a. Ground School - cost per hour \$_____
c. Flight - cost per hour \$_____

Estimated Multiple Year cost for this aircraft: \$_____

Eurocopter EC-145

Base Year

19 EC-145 Initial Pilot (Course 28220) Qualification Training 1 @ \$_____ **Total** \$_____
a. Ground School 32 hrs
b. Flight 10 hrs
(INCLUDING 61.57(d) CHECK)

20 EC-145 Refresher Pilot (Course 28XXX) Qualification Training 1 @ \$_____ \$_____
a. Ground School 8
b. Flight 3 hrs
(INCLUDING 61.57(d) CHECK)

21 Supplementary Training Hours
a. Ground School - cost per hour \$_____
b. Flight - cost per hour \$_____

First OptionYear

22 EC-145 Initial Pilot (Course 28220) Qualification Training 1 @ \$_____ \$_____
a. Ground School 32 hrs
b. Flight 10 hrs
(INCLUDING 61.57(d) CHECK)

23 EC-145 Refresher Pilot (Course 28XXX) Qualification Training 1 @ \$_____ \$_____
a. Ground School 8
b. Flight 3 hrs
(INCLUDING 61.57(d) CHECK)

24 Supplementary Training Hours
a. Ground School - cost per hour \$_____
b. Flight - cost per hour \$_____

Second OptionYear

25 EC-145 Initial Pilot (Course 28220) Qualification Training 1 @ \$_____ \$_____
a. Ground School 32 hrs
b. Flight 10 hrs

(INCLUDING 61.57(d) CHECK)

26	EC-145 Refresher Pilot (Course 28XXX) Qualification Training	1	@	\$ _____	\$ _____
	a. Ground School	8			
	b. Flight	3 hrs			
	(INCLUDING 61.57(d) CHECK)				

27	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Flight - cost per hour			\$ _____	

Estimated Multiple Year cost for this aircraft:	\$ _____
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MD Helicopters MD-900

Base Year

28	MD-900 Initial Pilot Qualification Training 28541	1	@	\$ _____	Total \$ _____
	a. Ground School	16 hrs			
	b. Flight	10 hrs			
	(INCLUDING 61.57(d) CHECK)				

29	MD-900 Recurrent Pilot Qualification Training 28542	1	@	\$ _____	\$ _____
	a. Ground School	8 hrs			
	b. Flight	6 hrs			
	(INCLUDING 61.57(d) CHECK)				

30	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Flight - cost per hour			\$ _____	

First Option Year

31	MD-900 Initial Pilot Qualification Training 28541	1	@	\$ _____	\$ _____
	a. Ground School	16 hrs			
	b. Flight	10 hrs			
	(INCLUDING 61.57(d) CHECK)				

32	MD-900 Recurrent Pilot Qualification Training 28542	1	@	\$ _____	\$ _____
	a. Ground School	8 hrs			
	b. Flight	6 hrs			
	(INCLUDING 61.57(d) CHECK)				

33	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Flight - cost per hour			\$ _____	

Second Option Year

34	MD-900 Initial Pilot Qualification Training 28541	1	@	\$ _____	\$ _____
	a. Ground School	16 hrs			
	b. Flight	10 hrs			
	(INCLUDING 61.57(d) CHECK)				

35	MD-900 Recurrent Pilot Qualification Training 28542	1	@	\$ _____	\$ _____
	a. Ground School	8		hrs	
	b. Flight	6		hrs	
	(INCLUDING 61.57(d) CHECK)				
36	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Flight - cost per hour			\$ _____	
	Estimated Multiple Year cost for this aircraft:			\$ _____	
	Sikorsky S-58				
	<u>Base year</u>				Total
37	Sikorsky S-58 Initial Pilot Qualification Training (28097)	1	@	\$ _____	\$ _____
	a. Ground School	16		hrs	
	b. Flight	10		hrs	
	(INCLUDING FAA TYPE RATING PRACTICAL TEST)				
38	Sikorsky S-58 Helicopter Recurrent Pilot Qualification Training (28022)	1	@	\$ _____	\$ _____
	a. Ground School	8		hrs	
	b. Flight	6		hrs	
	(Including FAR 61.58 Proficiency Check)				
39	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Flight - cost per hour			\$ _____	
	c. Pilot Examiner if needed			\$ _____	
	<u>First Option Year</u>				
40	Sikorsky S-58 Initial Pilot Qualification Training (28097)	1	@	\$ _____	\$ _____
	a. Ground School	16		hrs	
	b. Flight	10		hrs	
	(INCLUDING FAA TYPE RATING PRACTICAL TEST)				
41	Sikorsky S-58 Helicopter Recurrent Pilot Qualification Training (28022)	1	@	\$ _____	\$ _____
	a. Ground School	8		hrs	
	b. Flight	6		hrs	
	(Including FAR 61.58 Proficiency Check)				
42	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Flight - cost per hour			\$ _____	
	c. Pilot Examiner if needed			\$ _____	
	<u>Second Option Year</u>				
43	Sikorsky S-58 Initial Pilot Qualification Training (28097)	1	@	\$ _____	\$ _____
	a. Ground School	16		hrs	
	b. Flight	10		hrs	
	(INCLUDING FAA TYPE RATING PRACTICAL TEST)				

1 @ \$ _____ \$ _____

Estimated Multiple Year cost for this aircraft: \$_____

Total

1 @ \$ _____ \$ _____

1 @ \$ _____ \$ _____

1 @ \$ _____ \$ _____

1 @ \$ \$

1 @ \$ \$

53 Sikorsky S-61 Recurrent Pilot 1 @ \$_____ \$_____

Qualification Training (28024)

- a. Ground School 16 hrs
 - b. Flight 6 hrs
- (INCLUDING FAR 61.58 PROFICIENCY CHECK)

54 Supplementary Training Hours

- a. Ground School - cost per hour \$ _____
- b. Flight - cost per hour \$ _____

Estimated Multiple Year cost for this aircraft: \$ _____

Eurocopter Twin Star AS-355

Base Year

- 55 Eurocopter Twin Star AS-355 Helicopter Pilot 1 @ \$ _____ \$ _____
Qualification Training (28478)
- a. Ground School 24 hrs
 - b. Flight Total 4 hrs
- (INCLUDING 61.57(d) CHECK)

- 56 Eurocopter Twin Star AS-355 Helicopter Pilot 1 @ \$ _____ \$ _____
Recurrent Training (28xxx)
- a. Ground School 8 hrs
 - b. Flight Total 2 hrs
- (INCLUDING 61.57(d) CHECK)

57 Supplementary Training Hours

- a. Ground School - cost per hour \$ _____
- b. Flight - cost per hour \$ _____

1st Option Year

- 58 Eurocopter Twin Star AS-355 Helicopter Pilot 1 @ \$ _____ \$ _____
Qualification Training (28478)
- a. Ground School 24 hrs
 - b. Flight Total 4 hrs
- (INCLUDING 61.57(d) CHECK)

- 59 Eurocopter Twin Star AS-355 Helicopter Pilot 1 @ \$ _____ \$ _____
Recurrent Training (28xxx)
- a. Ground School 8 hrs
 - b. Flight Total 2 hrs
- (INCLUDING 61.57(d) CHECK)

60 Supplementary Training Hours

- a. Ground School - cost per hour \$ _____
- b. Flight - cost per hour \$ _____

2nd Option Year

- 61 Eurocopter Twin Star AS-355 Helicopter Pilot 1 @ \$ _____ \$ _____
Qualification Training (28478)
- a. Ground School 24 hrs
 - b. Flight Total 4 hrs
- (INCLUDING 61.57(d) CHECK)

- 62 Eurocopter Twin Star AS-355 Helicopter Pilot 1 @ \$ _____ \$ _____
Recurrent Training (28xxx)
- a. Ground School 8 hrs

b. Flight Total 2 hrs
(INCLUDING 61.57(d) CHECK)

63 Supplementary Training Hours
a. Ground School - cost per hour \$ _____
b. Flight - cost per hour \$ _____

Estimated Multiple Year cost for this contract: \$ _____

***** CATEGORY 3 AIRCRAFT (100% FLIGHT SIMULATION TRAINING)

Agusta Westland AW139

Base Year

				Total
64	Agusta AW139 Initial Pilot Type Rating Qualification Training (28535)	1	@ \$ _____	\$ _____
	a. Ground School 60 hrs			
	b. Level "C" or "D" Simulator 25 hrs			
	(INCLUDING FAA TYPE RATING PRACTICAL TEST)			

65	Agusta AW139 Recurrent Pilot Qualification Training (28575)	1	@ \$ _____	\$ _____
	a. Ground School 24 hrs			
	b. Level "C" or "D" Simulator 6 hrs			
	(INCLUDING FAR 61.58 PROFICIENCY CHECK)			

66 Supplementary Training Hours
a. Ground School - cost per hour \$ _____
b. Level "C" or "D" Simulator - cost per hour \$ _____
c. Examiner Fee if required \$ _____

First Option Year

67	Agusta AW139 Initial Pilot Type Rating Qualification Training (28535)	1	@ \$ _____	\$ _____
	a. Ground School 60 hrs			
	b. Level "C" or "D" Simulator 25 hrs			
	(INCLUDING FAA TYPE RATING PRACTICAL TEST)			

68	Agusta AW139 Recurrent Pilot Qualification Training (28575)	1	@ \$ _____	\$ _____
	a. Ground School 24 hrs			
	b. Level "C" or "D" Simulator 6 hrs			
	(INCLUDING FAR 61.58 PROFICIENCY CHECK)			

69 Supplementary Training Hours
a. Ground School - cost per hour \$ _____
b. Level "C" or "D" Simulator - cost per hour \$ _____
c. Examiner Fee if required \$ _____

Second Option Year

70	Agusta AW139 Initial Pilot Type Rating Qualification Training (28535)	1	@ \$ _____	\$ _____
	a. Ground School 60 hrs			
	b. Level "C" or "D" Simulator 25 hrs			
	(INCLUDING FAA TYPE RATING PRACTICAL TEST)			

71	Agusta AW139 Recurrent Pilot Qualification Training (28575)	1	@	\$ _____	\$ _____
	a. Ground School	24			hrs
	b. Level "C" or "D" Simulator	6			hrs
	(INCLUDING FAR 61.58 PROFICIENCY CHECK)				

72	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Level "C" or "D" Simulator - cost per hour			\$ _____	
	c. Examiner Fee if required			\$ _____	

Estimated Multiple Year cost for this aircraft: \$ _____

Bell 407

Base Year

73	Bell 407 Initial Pilot Qualification Training (28382)	3	@	\$ _____	Total \$ _____
	a. Ground School	20			hrs
	b. Flight Simulation Training Device	6			hrs
	(INCLUDING 61.57(d) CHECK)				

74	Bell 407 Recurrent Pilot Qualification Training (28384)	1	@	\$ _____	\$ _____
	a. Ground School	8			hrs
	b. Flight Simulation Training Device	4			hrs
	(INCLUDING 61.57(d) CHECK)				

75	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Flight Simulation Training Device- cost per hour			\$ _____	

First Option Year

76	Bell 407 Initial Pilot Qualification Training (28382)	1	@	\$ _____	\$ _____
	a. Ground School	20			hrs
	b. Flight Simulation Training Device	6			hrs
	(INCLUDING 61.57(d) CHECK)				

77	Bell 407 Recurrent Pilot Qualification Training (28384)	1	@	\$ _____	\$ _____
	a. Ground School	8			hrs
	b. Flight Simulation Training Device	4			hrs
	(INCLUDING 61.57(d) CHECK)				

78	Supplementary Training Hours				
	a. Ground School - cost per hour			\$ _____	
	b. Flight Simulation Training Device- cost per hour			\$ _____	

Second Option Year

79	Bell 407 Initial Pilot Qualification Training (28382)	1	@	\$ _____	\$ _____
	a. Ground School	20			hrs
	b. Flight Simulation Training Device	6			hrs
	(INCLUDING 61.57(d) CHECK)				

80	Bell 407 Recurrent Pilot Qualification Training (28384)		1	@	\$ _____	\$ _____
	a. Ground School	8 hrs				
	b. Flight Simulation Training Device (INCLUDING 61.57(d) CHECK)	4 hrs				
81	Supplementary Training Hours					
	a. Ground School - cost per hour				\$ _____	
	b. Flight Simulation Training Device- cost per hour				\$ _____	
	Estimated Multiple Year cost for this aircraft:				\$ _____	
<div style="display: flex; justify-content: space-between;"> <div> Bell 412 <u>Base year</u> </div> <div style="text-align: right;">Total</div> </div>						
82	Bell 412 Initial Pilot Qualification Training (Course 28100)		1	@	\$ _____	\$ _____
	a. Ground School	39 hrs				
	b. Level C or D Simulator (INCLUDING 61.57(d) CHECK)	9 hrs				
83	Bell 412 Recurrent Pilot Qualification Training (Course 28454)		1	@	\$ _____	\$ _____
	a. Ground School	12 hrs				
	b. Level C or D Simulator (INCLUDING 61.57(d) CHECK)	6 hrs				
84	Supplementary Training Hours					
	a. Ground School - cost per hour				\$ _____	
	b. Simulator - cost per hour				\$ _____	
<div style="display: flex; justify-content: space-between;"> <div> <u>First Option Year</u> </div> <div></div> </div>						
85	Bell 412 Initial Pilot Qualification Training (Course 28100)		1	@	\$ _____	\$ _____
	a. Ground School	39 hrs				
	b. Level C or D Simulator (INCLUDING 61.57(d) CHECK)	9 hrs				
86	Bell 412 Recurrent Pilot Qualification Training (Course 28454)		1	@	\$ _____	\$ _____
	a. Ground School	12 hrs				
	b. Level C or D Simulator (INCLUDING 61.57(d) CHECK)	6 hrs				
87	Supplementary Training Hours					
	a. Ground School - cost per hour				\$ _____	
	b. Simulator - cost per hour				\$ _____	
<div style="display: flex; justify-content: space-between;"> <div> <u>Second Option Year</u> </div> <div></div> </div>						
88	Bell 412 Initial Pilot Qualification Training (Course 28100)		1	@	\$ _____	\$ _____
	a. Ground School	39 hrs				
	b. Level C or D Simulator (INCLUDING 61.57(d) CHECK)	9 hrs				
89	Bell 412 Recurrent Pilot Qualification Training (Course 28454)		1	@	\$ _____	\$ _____

- a. Ground School 12 hrs
- b. Level C or D Simulator 6 hrs
(INCLUDING 61.57(d) CHECK)

- 90 Supplementary Training Hours
- a. Ground School - cost per hour \$ _____
 - b. Simulator - cost per hour \$ _____

Estimated Multiple Year cost for this aircraft: \$ _____

Sikorsky S-76

Base Year

- | | | | | Total |
|----|--|---|------------|--------------|
| 91 | S-76 Initial Pilot (Course 28218)
Qualification Training | 1 | @ \$ _____ | \$ _____ |
| | <ul style="list-style-type: none"> a. Ground School 45 hrs b. Cockpit Procedures Trainer (CPT) 8 hrs c. Level "C" or Higher Simulator 12 hrs
(INCLUDING 61.57(d) CHECK) | | | |
| 92 | S-76 Recurrent Pilot (Course 28219)
Qualification Training | 1 | @ \$ _____ | \$ _____ |
| | <ul style="list-style-type: none"> a. Ground School 16 hrs b. Cockpit Procedures Trainer (CPT) 1 hrs c. Level "C" or Higher Simulator 5 hrs
(INCLUDING 61.57(d) CHECK) | | | |

- 93 Supplementary Training Hours
- a. Ground School - cost per hour \$ _____
 - b. Cockpit Procedures Trainer - cost per hour \$ _____
 - c. Simulator- cost per hour \$ _____

First OptionYear

- | | | | | |
|----|--|---|------------|----------|
| 94 | S-76 Initial Pilot (Course 28218)
Qualification Training | 1 | @ \$ _____ | \$ _____ |
| | <ul style="list-style-type: none"> a. Ground School 45 hrs b. Cockpit Procedures Trainer (CPT) 8 hrs c. Level "C" or Higher Simulator 12 hrs
(INCLUDING 61.57(d) CHECK) | | | |
| 95 | S-76 Recurrent Pilot (Course 28219)
Qualification Training | 1 | @ \$ _____ | \$ _____ |
| | <ul style="list-style-type: none"> a. Ground School 16 hrs b. Cockpit Procedures Trainer (CPT) 1 hrs c. Level "C" or Higher Simulator 5 hrs
(INCLUDING 61.57(d) CHECK) | | | |

- 96 Supplementary Training Hours
- a. Ground School - cost per hour \$ _____
 - b. Cockpit Procedures Trainer - cost per hour \$ _____
 - c. Simulator- cost per hour \$ _____

Second OptionYear

- | | | | | |
|----|--|---|------------|----------|
| 97 | S-76 Initial Pilot (Course 28218)
Qualification Training | 1 | @ \$ _____ | \$ _____ |
| | <ul style="list-style-type: none"> a. Ground School 45 hrs b. Cockpit Procedures Trainer (CPT) 8 hrs | | | |

c. Level "C" or Higher Simulator 12 hrs
(INCLUDING 61.57(d) CHECK)

98 S-76 Recurrent Pilot (Course 28219) 1 @ \$_____ \$_____
Qualification Training
a. Ground School 16 hrs
b. Cockpit Procedures Trainer (CPT) 1 hrs
c. Level "C" or Higher Simulator 5 hrs
(INCLUDING 61.57(d) CHECK)

99 Supplementary Training Hours
a. Ground School - cost per hour \$_____
b. Cockpit Procedures Trainer - cost per hour \$_____
c. Simulator- cost per hour \$_____

Estimated Multiple Year cost for this aircraft: \$_____

Sikorsky S-92
Base Year

100 Sikorsky S-92 Initial Pilot 1 @ \$_____ \$_____
Qualification Training (28373)
a. Ground School 71 hrs
b. Cockpit Procedures Trainer 11 hrs
c. Level "C" or "D" Simulator 22 hrs
(INCLUDING FAA TYPE RATING PRACTICAL TEST)

101 Sikorsky S-92 Recurrent Pilot 2 @ \$_____ \$_____
Qualification Training (28379)
a. Ground School 21 hrs
b. Cockpit Procedures Trainer 2 hrs
c. Level "C" or "D" Simulator 8 hrs
(Including FAR 61.58 proficiency check)

102 Supplementary Training Hours
a. Ground School - cost per hour \$_____
b. Cockpit Procedures Trainer - cost per hour \$_____
c. Simulator - cost per hour \$_____

1st Option Year

103 Sikorsky S-92 Initial Pilot 1 @ \$_____ \$_____
Qualification Training (28373)
a. Ground School 71 hrs
b. Cockpit Procedures Trainer 11 hrs
c. Level "C" or "D" Simulator 22 hrs
(INCLUDING FAA TYPE RATING PRACTICAL TEST)

104 Sikorsky S-92 Recurrent Pilot 2 @ \$_____ \$_____
Qualification Training (28379)
a. Ground School 21 hrs
b. Cockpit Procedures Trainer 2 hrs
c. Level "C" or "D" Simulator 8 hrs
(Including FAR 61.58 proficiency check)

105 Supplementary Training Hours
a. Ground School - cost per hour \$_____
b. Cockpit Procedures Trainer - cost per hour \$_____

c. Simulator - cost per hour

\$ _____

2nd Option Year

- | | | | | | |
|-----|---|----|---|----------|----------|
| 106 | Sikorsky S-92 Initial Pilot
Qualification Training (28373) | 1 | @ | \$ _____ | \$ _____ |
| | a. Ground School | 71 | | | hrs |
| | b. Cockpit Procedures Trainer | 11 | | | hrs |
| | c. Level "C" or "D" Simulator | 22 | | | hrs |
| | (INCLUDING FAA TYPE RATING PRACTICAL TEST) | | | | |
| | | | | | |
| 107 | Sikorsky S-92 Recurrent Pilot
Qualification Training (28379) | 2 | @ | \$ _____ | \$ _____ |
| | a. Ground School | 21 | | | hrs |
| | b. Cockpit Procedures Trainer | 2 | | | hrs |
| | c. Level "C" or "D" Simulator | 8 | | | hrs |
| | (Including FAR 61.58 proficiency check) | | | | |
| | | | | | |
| 108 | Supplementary Training Hours | | | | |
| | a. Ground School - cost per hour | | | \$ _____ | |
| | b. Cockpit Procedures Trainer - cost per hour | | | \$ _____ | |
| | b. Simulator - cost per hour | | | \$ _____ | |
| | | | | | |
| | Estimated Multiple Year cost for this aircraft: | | | \$ _____ | |

***** **CATEGORY 4 AIRCRAFT (FLIGHT SIMULATION AND ACTUAL FLYING)**

Eurocopter AS350

Base Year

- | | | | | | |
|-----|--|----|---|----------|----------|
| 109 | AS350 Helicopter Pilot
Qualification Training (28475) | 1 | @ | \$ _____ | \$ _____ |
| | a. Ground School | 24 | | | hrs |
| | b. Flight Simulation Training Device | 5 | | | hrs |
| | c. Flight Total | 3 | | | hrs |
| | (INCLUDING 61.57(d) CHECK) | | | | |
| | | | | | |
| 110 | AS350 Helicopter Pilot
Recurrent Training (28xxx) | 1 | @ | \$ _____ | \$ _____ |
| | a. Ground School | 8 | | | hrs |
| | b. Flight Simulation Training Device | 2 | | | hrs |
| | c. Flight Total | 2 | | | hrs |
| | (INCLUDING 61.57(d) CHECK) | | | | |
| | | | | | |
| 111 | Supplementary Training Hours | | | | |
| | a. Ground School - cost per hour | | | \$ _____ | |
| | b. FTD cost per hour | | | \$ _____ | |
| | c. Flight - cost per hour | | | \$ _____ | |
| | | | | | |
| | <u>1st Option Year</u> | | | | |
| 112 | AS350 Helicopter Pilot
Qualification Training (28475) | 1 | @ | \$ _____ | \$ _____ |
| | a. Ground School | 24 | | | hrs |
| | b. Flight Simulation Training Device | 5 | | | hrs |
| | c. Flight Total | 3 | | | hrs |
| | (INCLUDING 61.57(d) CHECK) | | | | |

- 113 AS350 Helicopter Pilot
Recurrent Training (28xxx) 1 @ \$_____ \$_____
a. Ground School 8 hrs
b. Flight Simulation Training Device 2 hrs
c. Flight Total 2 hrs
(INCLUDING 61.57(d) CHECK)
- 114 Supplementary Training Hours
a. Ground School - cost per hour \$_____
b. FTD cost per hour \$_____
c. Flight - cost per hour \$_____
- 2nd Option Year**
- 115 AS350 Helicopter Pilot 1 @ \$_____ \$_____
Qualification Training (28475)
a. Ground School 24 hrs
b. Flight Simulation Training Device 5 hrs
c. Flight Total 3 hrs
(INCLUDING 61.57(d) CHECK)
- 116 AS350 Helicopter Pilot
Recurrent Training (28xxx) 1 @ \$_____ \$_____
a. Ground School 8 hrs
b. Flight Simulation Training Device 2 hrs
c. Flight Total 2 hrs
(INCLUDING 61.57(d) CHECK)
- 117 Supplementary Training Hours
a. Ground School - cost per hour \$_____
b. Flight Simulation Training Device \$_____
c. Flight - cost per hour \$_____

Estimated Multiple Year cost for this contract:

\$_____

Eurocopter EC 135
Base Year

- 118 EC-135 Helicopter Initial Pilot 1 @ \$_____ \$_____
Qualification Training (28522)
a. Ground School 40 hrs
b. Flight Simulation Training Device 8 hrs
c. Flight 2 hrs
(INCLUDING 61.57(d) CHECK)
- 119 EC-135 Helicopter Recurrent Pilot 1 @ \$_____ \$_____
Qualification Training (28xxx)
a. Ground School 8 hrs
b. Flight Simulation Training Device 2 hrs
c. Flight 1 hrs
(INCLUDING 61.57(d) CHECK)
- 120 Supplementary Training Hours
a. Ground School - cost per hour \$_____
b. Flight Simulation Training Device \$_____
c. Flight Training - cost per hour \$_____

First Option Year

121	EC-135 Helicopter Initial Pilot Qualification Training (28522)		1	@	\$ _____	\$ _____
	a. Ground School	40	hrs			
	b. Flight Simulation Training Device	8	hrs			
	c. Flight	2	hrs			
	(INCLUDING 61.57(d) CHECK)					
122	EC-135 Helicopter Recurrent Pilot Qualification Training (28xxx)		1	@	\$ _____	\$ _____
	a. Ground School	8	hrs			
	b. Flight Simulation Training Device	2	hrs			
	c. Flight	1	hrs			
	(INCLUDING 61.57(d) CHECK)					
123	Supplementary Training Hours					
	a. Ground School - cost per hour				\$ _____	
	b. Simulator or FTD - cost per hour				\$ _____	
	c. Flight Training - cost per hour				\$ _____	
	<u>Second Option Year</u>					
124	EC-135 Helicopter Initial Pilot Qualification Training (28522)		1	@	\$ _____	\$ _____
	a. Ground School	40	hrs			
	b. Flight Simulation Training Device	8	hrs			
	c. Flight	2	hrs			
	(INCLUDING 61.57(d) CHECK)					
125	EC-135 Helicopter Recurrent Pilot Qualification Training (28xxx)		1	@	\$ _____	\$ _____
	a. Ground School	8	hrs			
	b. Flight Simulation Training Device	2	hrs			
	c. Flight	1	hrs			
	(INCLUDING 61.57(d) CHECK)					
126	Supplementary Training Hours					
	a. Ground School - cost per hour				\$ _____	
	b. Flight Simulation Training Device				\$ _____	
	c. Flight Training - cost per hour				\$ _____	
127	Economic Price Adjustment for fuel in accordance with Clause I.4					
	Economic Price Adjustment-Fuel					

Estimated Multiple Year cost for this contract: \$ _____

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide the supplies and services identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with the Statement of Work shown as Attachment 1 in Part III – SECTION J, LIST OF ATTACHMENTS, and with all other terms, conditions, and provisions set forth herein.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION

The Contracting Officer or authorized representative of the government, may at any time, inspect or otherwise evaluate the work being performed under this contract as well as the facilities on which each task is being performed. If any inspection and/or evaluation are initiated, the Contractor is required to provide safe access and assistance to government representatives in the successful performance of all inspection and/or evaluation duties associated with subject contract effort.

E.2 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA 1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (Apr 1996)

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**AMS 3.10.4-4 INSPECTION OF SERVICES-BOTH FIXED-PRICE & COST REIMBURSEMENT
(APRIL 1996)**

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PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA 0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997)

CLA 0180

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event flight/simulator training is conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in "coach" class as a minimum for each student.

Type of Training	Location (City and State)
Ground School	_____
Simulator Training	_____

NOTE TO OFFEROR: Please submit additional sheets if needed, to provide the principal place of training for each aircraft offered.

F.3 TRAINING SCHEDULE (OCT 2006)

CLA 0241

- (a) The contractor shall start the training described in this contract within **30 calendar days** after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.
- (b) Exact training dates will be by mutual agreement of both parties. In the event of conflict, such as equipment malfunction, weather, unavailability of FAA pilots or aircraft, training dates will be rescheduled to other mutually agreeable dates.

F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997)

CLA.1137

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government, Contracting Officer, and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

F.5 CONTRACT PERIOD (JAN 1997)

CLA 1604

The effective period of this contract is one year from date of award, plus two 1-year options, if exercised.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.10.1-9 STOP WORK ORDER (OCTOBER 1996)
AMS 3.10.1-24 NOTICE OF DELAY (MARCH 2009)
AMS 3.11-34 F.O.B. DESTINATION (APRIL 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA 0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES – PILOT TRAINING (MAR 2003)

CLA 2912

- (a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:
- (1) A completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA pilot trained;
 - (2) Detailed invoice(s) for training provided, depicting:
 - (i) student name(s),
 - (ii) contract number and applicable delivery order number,
 - (iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,
 - (iv) extended totals for invoiced quantities.
 - (b) Payment to the contractor for completed training shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures for abbreviated or supplemental training. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."
 - (c) Properly executed "Certificate of Training - Appendix A," and invoice(s) shall be mailed as follows:

Original Invoice(s) to: FAA, Financial Operations Division (AMZ-100)
 P.O. Box 25710
 Oklahoma City, OK 73125-4913

Appendix A and one copy of invoice(s) to:
 FAA Contracts and Program Administration Branch, (AMA-260)
 P.O. Box 25082
 Oklahoma City, OK 73125

Copy of Invoice(s) to: FAA Contracts Administration Branch, (AMQ-340)
 Contract Management Team Aviation, Medical & Training Acquisition Division
 P.O. Box 25082
 Oklahoma City, OK 73125

G.4 ADDITIONAL INVOICING PROCEDURES WITH FUEL ECONOMIC PRICE ADJUSTMENT (JUL 1997)

CLA.2901

(a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall be paid upon the submission of the following information as part of his/her invoice: (1) a completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA pilot trained; (2) invoice(s) for training provided, depicting student's name; and (3) in the event fuel adjustments are applicable, substantiating data required by the clause herein entitled "Economic Price Adjustment - Fuel."

(b) Payment to the contractor hereunder shall be limited to, and computed upon the applicable hourly rates set out in the Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures. Payment for flight hours shall be computed upon aircraft "Flight Time" as defined in the clause entitled Definitions.

(c) Properly executed "Certificate of Training - Appendix A," invoice(s), and fuel economic price adjustment substantiating data (if appropriate) shall be mailed as follows:

Original Invoice(s) to:

FAA, Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

Fuel economic price adjustment substantiating data (if applicable), and one copy of invoice(s) to:

FAA, Contracts Administration Section (AMA-262)
P.O. Box 25082
Oklahoma City, OK 73125

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (APR 2012)

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PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)

CLA 0148

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

- (a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998)

CLA 4540

- (a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.
- (b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes"; the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.3 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

CLA 4555

- (a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.
- (b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)

CLA 4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

I.1 ECONOMIC PRICE ADJUSTMENT - HOURLY FLIGHT TRAINING RATE (JAN 1997)

CLA.1025

During the term of this contract, including any option years, the contractor shall be reimbursed or shall give credit to the Government for any increase or decrease in the actual price paid for the rental/lease of the aircraft in accordance with the paragraphs below.

(a) The contractor warrants that prices for flight training as stated in Part I, Section B, are at actual cost (as reflected in an aircraft rental/lease agreement), and do not include any amount for general and administrative costs, overhead or profit.

(b) The contractor further warrants that other prices in this contract do not include any allowance or contingency to cover increased costs for which adjustment is provided under this clause.

(c) Any such adjustment will be limited to aircraft rental/lease costs; it shall not include any additional amount for general and administrative costs, overhead, or profit. Examples of individual cost considerations that are customarily included in industry aircraft rental/lease agreements are:

- (1) value of the aircraft
- (2) fuel
- (3) maintenance (depending on age and condition of aircraft)
- (4) insurance
- (5) overnight charges, if applicable
- (6) costs of crew members of the lessors aircraft, if applicable.
- (7) other customary fees and charges as applicable, i.e. landing fees.

(d) Adjustments claimed for an increase in the aircraft rental/lease cost must have prior approval from the contracting officer (CO). Requests for adjustments shall be forwarded to the CO as soon as possible after the contractor receives notice of any increase. Requests must be accompanied by supporting documentation, i.e., current rental/lease receipts or agreements and new rental/lease receipts or agreements. Subsequent invoices should be documented with the CO's name and date approved.

(e) Decreases do not require prior approval; however, the CO shall be notified at the earliest possible date. Any adjustment, either increase or decrease, that involves a change in the location of the flight training requires immediate notification and approval by the CO.

(f) In order to minimize the administrative burden on both the Government and the contractor, claims for adjustments of less than \$100 shall not be considered for approval under this provision. This \$100 refers to the aggregate or total adjustment per pilot/inspector(or per class if contractor requires it) billing for flight training.

(g) Each adjustment is considered a separate action. The CO's approval on one action must not be interpreted to be a blanket approval for other actions.

(h) The contractor shall include with the final invoice a certification that the contractor (1) has not experienced a decrease in the aircraft rental/lease rate, or (2) has adjusted appropriate invoices to show such decreases in the aircraft rental/lease rate.

(i) The CO or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor.

(j) The contractor shall not obtain aircraft required in the performance of flight training hereunder from any parent firm, subsidiary firm, or contractor-owned subsidiary firm wherein the contractor, its officers and/or directors, own 10 percent or more of the corporate stock or interest therein, without first obtaining approval of the CO.

I.2 AVAILABILITY OF AIRCRAFT / SIMULATOR (NOVEMBER 2006)

CLA.1029

(a) Should the aircraft/simulator intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft/simulator. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft/simulator within 45 days of the date that the original training aircraft/simulator became unavailable. If the contractor is unable to acquire another aircraft/simulator that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

- (1) the contacts made by the contractor in seeking a replacement aircraft/simulator, and
- (2) the responses to inquiries made by the contractor.

Upon the contractor's notification to the contracting officer, the FAA may likewise review alternative sources for a suitable replacement, suggest possible sources to the contractor, and/or furnish an aircraft/simulator as Government-Furnished Property (GFP).

(b) The inability of the contractor to acquire a replacement aircraft/simulator, following the exhaustion of all reasonably viable sources, shall be regarded as beyond the control of the contractor and not due to negligence on the part of the contractor, and will not be a basis for termination of the contract for default. If this situation does occur, the Government will have the following options:

(1) Continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft/simulator rental/lease, flight instructor, etc.).

(2) Terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft/simulator unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

I.3 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)

CLA.1035R

Oral and written telecommunication orders are authorized only by the Contracting Officer. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

I.4 ECONOMIC PRICE ADJUSTMENT - FUEL (JAN 1997)

CLA.3009

(a) The contractor shall be reimbursed or shall give credit to the Government for any increase or decrease by the actual price paid for fuel, which varies more than plus or minus five percent from the price per gallon specified below. The base price and actual price(s) paid per gallon of fuel used in the performance of this contract shall be substantiated by contractor's fuel supplier invoice(s) or other documentation that will support the fuel price. The amount of the adjustment will be computed on the basis of the number of gallons per hour (gph) shown in (b)(2) below multiplied by the number of hours used in the training.

(b) The following information which, shall be used for both increases and decreases, shall be provided at the time offers are submitted and when negotiations are completed, if applicable:

(1) In-plane Price per Gallon of Fuel \$_____

(2) Number of gph utilized in training _____

(c) At the time of invoicing for the training, the following substantiating data along with the contractor's fuel price documentation shall be submitted to the addresses shown in the clause entitled "Additional Invoicing Procedures With Fuel Economic Price Adjustment:" contract number, delivery order number, aircraft model, name(s) of the FAA pilots/inspectors trained, date(s) trained, in-plane fuel cost per gallon, and the actual gallons of fuel used.

(d) The contractor shall include with the final invoice a certification that the contractor (1) has not experienced a decrease in the In-Plane Fuel Cost Per Gallon, or (2) has adjusted appropriate invoices to show such decreases in the In-Plane Fuel Cost Per Gallon.

I.5 AMS 3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (January 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.6 AMS 3.2.4-16 ORDERING (OCT 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from date of contract award through the expiration date of the contract or any options exercised thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

I.7 AMS 3.2.4-17 ORDER LIMITATIONS (OCT 1996)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train one inspector, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of **TBD** inspectors/students;
 - (2) Any order for a combination of items in excess of the estimated annual requirement; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.8 AMS 3.2.4-19 REQUIREMENTS (OCT 1996)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

I.9 EXCEPTION TO CLAUSE 3.2.4-19, REQUIREMENTS (OCT 1996)

Notwithstanding the requirements of paragraph (c) of Clause 3.2.4-19, Requirements, FAA Inspectors assigned to certificate management responsibilities of an air carrier under the Air Transportation Oversight System (ATOS) are excluded from the Schedule specified in this contract.

I.10 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years, six (6) months.

I.11 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond Period of Performance. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond POP, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.12 AMS 3.3.1-33 System for Award Management (August 2012)

- (a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I.13 TAR 1252.228-72 RISK AND INDEMNITIES (DEC 1997)

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident

thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, evidence of insurance shall be delivered to the Contracting Officer.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- AMS 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 1997)**
- AMS 3.2.2.3-33 ORDER OF PRECEDENCE (MAR 2009)**
- AMS 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)**
- AMS 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)**
- AMS 3.2.4-34 OPTION TO EXTEND SERVICES (APR 1996)**
- AMS 3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)**
- AMS 3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)**
- AMS 3.2.5-4 CONTINGENT FEES (OCT 1996)**
- AMS 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2010)**
- AMS 3.2.5-8 WHISTLEBLOWER PROTECTIN FOR CONTRACTOR EMPLOYEES (APR 1996)**
- AMS 3.3.1-1 PAYMENTS (APR 1996)**
- AMS 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APR 1996)**
- AMS 3.3.1-8 EXTRAS (MAY 1997)**
- AMS 3.3.1-10 AVAILABILITY OF FUNDS (APR 1996)**
- AMS 3.3.1-15 ASSIGNMENT OF CLAIMS (APR 1996)**
- AMS 3.3.1-17 PROMPT PAYMENT (APR 2012)**
- AMS 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOV 1997)**
- AMS 3.3.1-34 PAYMENT FOR ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (AUG 2012)**
- AMS 3.3.1-36 AVAILABILITY OF FUNDS – OPTION PERIODS UNDER A CONTINUING RESOLUTION (APR 2008)**
- AMS 3.3.2-1 FAA COST PRINCIPLES (OCT 1996)**
- AMS 3.4.1-12 INSURANCE (JUL 1996)**
- AMS 3.4.1-13 ERRORS AND OMISSIONS (AUG 1997)**
- AMS 3.4.2-6 TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)**
- AMS 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES-SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APR 1996)**
- AMS 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)**
- AMS 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)**
- AMS 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (MARCH 2009)**
- AMS 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUGUST 2012)**
- AMS 3.6.2-2 CONVICT LABOR (APR 1996)**
- AMS 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)**
- AMS 3.6.2-12 ALTERNATE I EQUAL OPPORTUNITY FOR VETERANS (January 2012)**
- AMS 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**
- AMS 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1996)**
- AMS 3.6.2-39 TRAFFICKING IN PERSONS (JAN 2008)**
- AMS 3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)**
- AMS 3.6.4-10 RESTRICTINS ON CERTAIN FOREIGN PURCHASES (JAN 2010)**
- AMS 3.8.2-19 PROHIBITION ON ADVERTISING (OCT 1996)**
- AMS 3.9.1-1 CONTRACT DISPUTES (OCT 2011)**
- AMS 3.9.1-2 PROTEST AFTER AWARD (AUG 1997)**
- AMS 3.10.1-7 BANKRUPTCY (APR 1996)**
- AMS 3.10.1-12 CHANGES – FIXED PRICE (1996)**
- AMS 3.10.1-12 CHANGES – FIXED PRICE ALTERNATE 1 (APR 1996)**
- AMS 3.10.1-25 NOVATION AND CHANGE OF NAME AGREEMENTS (OCT 2007)**

AMS 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(OCT 1996)
AMS 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (OCT 1996)
AMS 3.13-3 PRINTING OR COPYING DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
(JANUARY 2012)
AMS 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JAN 1999)
AMS 3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JAN 2011)

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PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement	9
2	Certificate of Training – Appendix A	3
3	Instructions for Preparation and Use of FAA Form 4040-2, FAA Crewmember Check Record	2
4	Past Performance Questionnaire	2

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**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Tax Identification No.: _____

- 1 Name of Firm: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) _____ ☐ f. Other (*Specify*) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) _____

- 7 Nature of Business (*Specify all services/products*) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (*Explain*) _____
10. Gross receipts of the firm for the last three years:
- | | | |
|--------------------------------|----------------------------------|----------------------------------|
| <u>a.1. Year Ending:</u> _____ | <u>b.1. Gross Receipts</u> _____ | |
| <u>a.2. Year Ending:</u> _____ | <u>b.2. Gross Receipts</u> _____ | <u>a.3. Year Ending:</u> _____ |
| | | <u>b.3. Gross Receipts</u> _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE
THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____

c. Typed Name _____ d. Title: _____

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS.

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611512 – Flight Training Services.
- (2) The small business size standard is \$4.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself Manufacture, is 500 employees.
- (b)(1) If the clause at **AMS 3.3.1-35** is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at **AMS 3.3.1-35** is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the **ORCA** electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (c) applies.
- ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (**ORCA**) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the Representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
1. KTB K001#
 2. Title
 3. Date
 4. Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)

CLA 0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 611512.
- (2) The small business size standard is \$25.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)

CLA 4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.4 AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)

By checking the applicable box, the offeror (you) represents that—

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ (specify what type of organization).
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.5 AMS 3.2.2.3-23 PLACE OF PERFORMANCE (JUL 2004)

- (a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at different addresses from your address as stated in this offer.
- (b) If you check 'intends' in paragraph (a) above, insert the following information:
Place of Performance Street: _____
City: _____
State: _____
Zip Code: _____
Name of owner and operator, if other than the owner: _____

K.6 3.2.2.3-35 Annual Representations and Certifications (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

K.7 AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

- (1) "**Common parent**," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.
- (2) "**Corporate status**," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) "**Taxpayer Identification Number (TIN)**," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. _____.
- (d) Corporate Status.
- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).
- (e) Common Parent.
- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____
- (End of provision)

K.8 AMS 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JAN 2010)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that
- (i) The Offeror and/or any of its Principals-
- A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)
- (i)(B) of this provision.
- (D) Have ☐ have not ☐ within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples-
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.9 AMS 3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.10 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)

The offeror represents that—

(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that-

- (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.12 AMS 3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-
CERTIFICATION. (JANUARY 2012)**

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

K.13 AMS 3.8.2-18 CERTIFICATION OF DATA (May 1997)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**AMS 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (OCT 2010)**

**AMS 3.2.2.3-82 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN -
CERTIFICATION (JULY 2012)**

AMS 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1996)

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PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) The Procurement Contracting Officer (PCO) is the only point of contact for this acquisition. **Address any questions or concerns that you may have to the PCO.** Only written requests for clarification may be sent to the PCO at the address located on the front page of the SIR, ATTENTION: Andrew Hutchcraft or via email at andrew.hutchcraft@faa.gov. All questions and Government responses will be provided to each identified interested party.

(b) The Government intends to award multiple contracts. The intent is to award each aircraft to the Lowest Price Technically Acceptable (LPTA) Offeror. Each aircraft requirement is identified by separate CLINs in Schedule B and competition will be on an aircraft by aircraft basis. Resulting contracts will be awarded to the LPTA Offeror for that aircraft. The awarded contract may contain many, few, or one aircraft depending on the competition results.

(c) It is the intent of the Government to award Multiple Firm Fixed Priced Indefinite Delivery/Requirements Contracts priced by CLIN for each Student per class for a one year base period and up to two priced option years.

(d) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors.** The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(e) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal without discussions.

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. It is recommended the Contractor provide an offeror letter with ground rules & assumptions
2. **Screening Information Request:**

This section shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror along with References

3. Technical Proposal:

This section shall contain requirements outlined in the attached Performance Work Statement, of this document in accordance with **all applicable** Clauses and Provisions.

Past Performance References should include a minimum of two (2) but not more than three contracts that represent contracts similar in relevancy to those described in the attached PWS. This information is required on the offeror and all subcontractors, teaming partners and/or joint venture partners proposed to perform ten (10) percent of the proposed effort based on the total proposed price, or perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the FAA will use data provided by each offeror and data obtained from other sources in the evaluation of past and present performance. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Categorize the relevant information into the specific factors used to evaluate the proposal.

- Project name
- Contract Number and Agency issuing the contract
- Contract award date and period of performance
- Dollar value
- Contract Administrator or Liaison, Phone, address and email
- Rationale supporting assertion of contract relevance

Note: The offeror is responsible for verifying references before submission to ensure all information is correct and sending out Past Performance Questionnaire to two (2) to three (3) references

4. Pricing Proposal :

This section shall contain Contractor pricing.

Note: The Government anticipates that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit with their offer, in support of the price, man-hours, material costs and any other recurring or non-recurring costs. If however, competition does not materialize, the Contracting Officer may require upon request "other than certified cost and pricing" deemed necessary to adequately evaluate the reasonableness of the price. Examples of "other than certified cost and pricing" include: competitive published lists, published market prices, similar quote and/or copies of actual vendor quotations received.

L.3 PAST PERFORMANCE

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.4 QUALIFICATION CRITERIA (JAN 1997)

CLA 1037

To be considered qualified, each offeror must possess an applicable training program approved under Federal Aviation Regulation 14 CFR Part 121 or Part 135 or a training course approved under FAR Part 141 or FAR Part 142 for the aircraft identified herein and shall submit a technical proposal in accordance with the provision in Section L entitled, "Preparation of Technical Proposals."

L.5 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997)

CLA 1045

- (a) Offerors must submit technical proposals (2 hard copies) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.
- (b) Offerors are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.
- (c) Offerors are advised to submit proposals with a minimum of two (2) and no more than three (3) contracts that represent training similar in relevancy to those described in the PWS. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk.
- (d) Offerors must include the following in their proposal:
 - Project Name
 - Contract Number and Agency issuing the contract
 - Contract award date and period of performance
 - Dollar value
 - Contract Administrator or Liaison, phone, and email address
 - Rationale supporting assertion of contract relevance

- (d) Offerors must send the attached Past Performance Questionnaire to a minimum of two (2) and no more than three(3) references. The Past Performance Questionnaire must be returned to the Contracting Officer, Andrew Hutchcraft, Andrew.hutchcraft@faa.gov.
- (e) The technical proposal must provide information to address the following evaluation categories
 - Factor 1** - Provide evidence of an approved training program as described in Section D (6) of the Performance Work Statement for each course proposed;
 - Factor 2** - Provide proof of ownership or lease of the aircraft and/or flight simulation training device to be used in training for each course proposed;
 - Factor 3** - Describe the availability of training aids and facilities to meet the requirements of the solicitation, specifically Section F. 3. (i) (1)-(15) of the performance work statement, for each course proposed;
 - Factor 4** - Provide proposed ground and flight training hours to meet requirements of this solicitation in Schedule B, specifically addressing performance work statement section F. 1. (a), for each course proposed;
 - Factor 5** - Provide proposed number of training days expected to be required to complete all training and testing for each course.
 - Factor 6 – Past Performance** – Provide references and completed Past Performance Questionnaires.

L.6 PREPARATION OF PRICE PROPOSAL

- (a) Offerors must submit price proposals (2 hard copies). The price proposal must include best price, which include discounts for most favored customer. The Government reserves the right to award an aircraft training course based on initial offers received, without discussions or negotiations.
- (b) The price proposal must provide information to address the following evaluation category:
 - Factor 7 – Price** – Provide proposed pricing in the Schedule Section B, SUPPLIES OR SERVICES AND PRICES/COST PRICING SCHEDULE.

L.7 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA 2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.8 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA 4533

Offerors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to its proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.9 AMS 3.2.2.3-20 ELECTRONIC OFFERS (JUL 2004)

(a) The offeror (you) may submit responses to this SIR by FAX or email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to (FAX) 405-954-9468 or email at [**Andrew.hutchcraft@faa.gov**](mailto:Andrew.hutchcraft@faa.gov)

(f) if you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

L.10 AMS 3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award for the Firm Fixed Price (FFP) of an Indefinite Delivery/Requirements type multiple award contracts resulting from this Screening Information Request (SIR).

L.11AMS 3.9.1-3 PROTEST (OCT 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)

AMS 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)

AMS 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)

AMS 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)

**AMS 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS
(JULY 2004)**

AMS 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)

AMS 3.2.2.3-17 PREPARING OFFERS (JULY 2004)

AMS 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (MAR 2009)

AMS 3.2.2.3-19 CONTRACT AWARD (JULY 2004)

AMS 3.2.4-25 SINGLE OR MULTIPLE AWARDS (APRIL 1996)

**AMS 3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING
SYSTEM (DUNS) NUMBER (APRIL 2006)**

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PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF CONTRACT AWARD

Offerors are required to submit proposals addressing the Evaluation Factors 1-6 identified in paragraph M.2 below. Proposals will be evaluated for acceptability, but not ranked using the non-cost/price evaluation factors. This procurement is being conducted utilizing a Lowest Price Technically Acceptable (LPTA) source selection process. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. There shall be no trade-offs. Responsibility determination will be made in accordance with AMS T3.2.2.7.A.1. Note that offers that are not Technically Acceptable cannot be selected for award, regardless of Price.

M.2 FACTOR RATING

Factors 1 through 6 will be evaluated as "Acceptable or Non-Acceptable." The Government intends to make multiple awards to the lowest price technically acceptable offers. One award will be made to the lowest price offeror per aircraft. The aircraft(s) will then be combined per winning offeror and awarded under one contract vehicle per offeror. For example, Company XYZ may be lowest price technically acceptable for Lear 55 aircraft, DA-2000 Falcon aircraft and Beech 1900 aircraft. These 3 aircraft will be combined for 1 award to company XYZ.

EVALUATION CRITERIA

The overall evaluation criteria factors used to determine the "acceptability" or "unacceptability" of the relevant performance (current and/or past) and technical proposals addressing the six (6) factors associated with pilot training as follows:

FACTOR 1: THE CONTRACTOR MUST PROVIDE EVIDENCE OF AN APPROVED TRAINING PROGRAM AS DESCRIBED IN SECTION D (6) OF THE PERFORMANCE WORK STATEMENT FOR EACH COURSE PROPOSED.

CRITERIA: The Offeror must hold a 14 CFR Part 121 or Part 135 training program, a 14 CFR Part 141 training course outline, or Part 142 course.

ACCEPTABLE: The standard is met when the offeror provides the approved course syllabus, OR a signed approval letter from the Principal Operations Inspector who approved the training program, **OR** the training specifications paragraph authorizing the training course.

FACTOR 2: FACTOR 2: PROOF OF OWNERSHIP OR LEASE OF THE AIRCRAFT AND/OR THE FLIGHT SIMULATION TRAINING DEVICE TO BE USED IN TRAINING FOR EACH COURSE PROPOSED.

CRITERIA: Proof of ownership or lease of any aircraft to be used and / or proof of ownership or lease of any flight simulation training device to be used.

ACCEPTABLE: The standard is met when the offeror provides ownership documentation or at least a 1 year lease agreement for the flight simulation training device to be used for each course proposed.

FACTOR 3: DESCRIPTION OF THE AVAILABILITY OF TRAINING AIDS AND FACILITIES, TO MEET THE REQUIREMENTS OF THE SOLICITATION.

CRITERIA: Evidence of available resources to support requirements of Section F.3. (i)(1)-(15) of the PWS for each course proposed. Note: Holders of part 141 or 142 certificates need not submit this information.

ACCEPTABLE: The standard is met when the offeror is able to provide description of the availability of training aids and facilities and copies of the documentation required to meet PWS and solicitation requirements.

FACTOR 4: PROVIDE PROPOSED GROUND AND FLIGHT TRAINING HOURS TO MEET REQUIREMENTS OF THE SOLICITATION IN SCHEDULE B, SPECIFICALLY ADDRESSING THE PERFORMANCE WORK STATEMENT SECTION F.1.(a) FOR EACH COURSE PROPOSED.

CRITERIA: Proposed Ground and Flight Training Hours to meet the requirements outlined in the PWS.

ACCEPTABLE: The Standard is met when the offer provides at a minimum the hours contained within an FAA approved course syllabus or proof of an FAA approved training program with any needed revisions that supports the requirements outlined in the PWS, Section F.1.(a) for each course proposed.

FACTOR 5: PROVIDE PROPOSED NUMBER OF TRAINING DAYS EXPECTED TO COMPLETE ALL TRAINING AND TESTING FOR EACH COURSE PROPOSED.

CRITERIA: Proposed number of training days to complete all training and testing.

ACCEPTABLE: The Standard is met when the offeror provides number of training days to complete all training and testing for each course proposed.

FACTOR 6: PAST PERFORMANCE

CRITERIA: Contract reference representing similar training in relevancy and completed Past Performance Questionnaires.

ACCEPTABLE: The Standard is met when the offeror provides a minimum of 2 and maximum of 3 references and completed Past Performance Questionnaires that represent training of equal or greater size and performance met the contract requirements.

M.3 EVALUATION OF PROPOSALS (JUN 2007)

CLA 0213

(a) Technical proposals will be evaluated according to the categories listed below which are **all rated as Acceptable or Not Acceptable:**

- (1) Current FAA-approved program for the initial and recurrent training programs;
- (2) Proof of ownership or lease of aircraft and flight simulation training device;
- (3) Availability of training aids and facilities;
- (4) Hours proposed to determine that it meets the FAA minimum hours;
- (5) Number of training days expected.
- (6) Past Performance

(i) Offerors' response to the 2 to 3 reference within the proposal

(ii.) Past Performance Questionnaires directed and provided to the references by the Offerors'

*NOTE: Past Performance shall be evaluated in accordance with AMS T3.2.2.A.3. Past performance for an Offeror who has no identifiable past performance record will be evaluated as neutral. Offerors are advised that in addition to information provided in their Past Performance Proposals, past performance evaluation may be conducted using information obtained from the Past Performance Retrieval System (PPIRS). In addition, Offerors may provide information on problems encountered on the identified contract and the corrective actions taken.

All factors must be Acceptable for the offeror's proposal to be deemed Technically Acceptable.

(b) Evaluation of price proposals will consider the total price proposed per student, per course, per aircraft. Price evaluation will also include one hour each of the offered supplementary training hours and simulator training and option years, if requested as a part of the Schedule B.

(c) Awards will be made **for each aircraft** to the Lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.2.2.3-34 EVALUATING OFFERS FOR MULTIPLE AWARDS (JULY 2004)**AMS 3.2.4-31 EVALUATION OF OPTIONS (APR 1996)**